

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81W3G-5021-5201		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DR-05-T-0031	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARIANNE D STAKEM				b. TELEPHONE NUMBER (No Collect Calls) 410-962-0972	
9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX:		CODE W912DR		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$6,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 51	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001	PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE GRASS MOWING SERVICES AT THE COWANESQUE LAKE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THE STATEMENT OF WORK FOR THE PERIOD 1 APRIL 2005 THROUGH 30 SEPTEMBER 2005 (BASE PERIOD)				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001AA		3,035.50	Acre	\$ _____	\$ _____
	TYPE I AREAS Estimated 233.5 acres per mowing x 13				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001AB		132	Acre	\$ _____	\$ _____
	TYPE II AREAS Estimated 66 acres per mowing x 2				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001AC		252	Acre	\$ _____	\$ _____
	TYPE III AREAS Estimated 84 acres per mowing x 3				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001AD		623	Acre	\$ _____	\$ _____

TYPE IV AREAS Estimated 89 acres per mowing x 7

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001AE		63	Acre	\$ _____	\$ _____

TYPE V AREAS Estimated 3 acres per mowing x 21

TOTAL AMOUNT FOR CLINS 0001AA THROUGH 0001AE \$ _____

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0002 OPTION	PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE GRASS MOWING SERVICES AT THE COWANESQUE LAKE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THE STATEMENT OF WORK FOR THE PERIOD 1 OCTOBER 2005 THROUGH 30 SEPTEMBER 2006 (OPTION YEAR ONE)				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0002AA		3,035.50	Acre	\$ _____	\$ _____
OPTION	TYPE I AREAS Estimated 233.5 acres per mowing x 13				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0002AB		132	Acre	\$ _____	\$ _____
OPTION	TYPE II AREAS Estimated 66 acres per mowing x 2				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0002AC		252	Acre	\$ _____	\$ _____
OPTION	TYPE III AREAS Estimated 84 acres per mowing x 3				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0002AD		623	Acre	\$ _____	\$ _____
OPTION	TYPE IV AREAS Estimated 89 acres per mowing x 7				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0002AE		75	Acre	\$ _____	\$ _____
OPTION	TYPE V AREAS Estimated 3 acres per mowing x 25				

TOTAL AMOUNT FOR CLINS 0002AA THROUGH 0002AE \$ _____

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
----------------	--------------------------	-------------------------------	-------------	-------------------	-------------------------

0003

OPTION

PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO
 PROVIDE GRASS MOWING SERVICES AT THE COWANESQUE LAKE
 PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN
 THE STATEMENT OF WORK FOR THE PERIOD 1 OCTOBER 2006
 THROUGH 30 SEPTEMBER 2007 (**OPTION YEAR TWO**)

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
----------------	--------------------------	-------------------------------	-------------	-------------------	-------------------------

0003AA		3,035.50	Acre	\$ _____	\$ _____
--------	--	----------	------	----------	----------

OPTION	TYPE I AREAS Estimated 233.5 acres per mowing x 13				
--------	--	--	--	--	--

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
----------------	--------------------------	-------------------------------	-------------	-------------------	-------------------------

0003AB		132	Acre	\$ _____	\$ _____
--------	--	-----	------	----------	----------

OPTION	TYPE II AREAS Estimated 66 acres per mowing x 2				
--------	---	--	--	--	--

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0003AC		252	Acre	\$ _____	\$ _____
OPTION	TYPE III AREAS Estimated 84 acres per mowing x 3				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0003AD		623	Acre	\$ _____	\$ _____
OPTION	TYPE IV AREAS Estimated 89 acres per mowing x 7				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0003AE		72	Acre	\$ _____	\$ _____
OPTION	TYPE V AREAS Estimated 3 acres per mowing x				

TOTAL AMOUNT FOR CLINS 0003AA THROUGH 0003AE \$ _____

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
----------------	--------------------------	-------------------------------	-------------	-------------------	-------------------------

0004

OPTION

PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO
 PROVIDE GRASS MOWING SERVICES AT THE COWANESQUE LAKE
 PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN
 THE STATEMENT OF WORK FOR THE PERIOD 1 OCTOBER 2007
 THROUGH 30 SEPTEMBER 2008 (**OPTION YEAR THREE**)

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
----------------	--------------------------	-------------------------------	-------------	-------------------	-------------------------

0004AA		3,035.50	Acre	\$ _____	\$ _____
--------	--	----------	------	----------	----------

OPTION	TYPE I AREAS Estimated 233.5 acres per mowing x 13				
--------	--	--	--	--	--

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
----------------	--------------------------	-------------------------------	-------------	-------------------	-------------------------

0004AB		132	Acre	\$ _____	\$ _____
--------	--	-----	------	----------	----------

OPTION	TYPE II AREAS Estimated 66 acres per mowing x 2				
--------	---	--	--	--	--

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0004AC		252	Acre	\$ _____	\$ _____
OPTION	TYPE III AREAS Estimated 84 acres per mowing x 3				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0004AD		623	Acre	\$ _____	\$ _____
OPTION	TYPE IV AREAS Estimated 89 acres per mowing x 7				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0004AE		72	Acre	\$ _____	\$ _____
OPTION	TYPE V AREAS Estimated 3 acres per mowing x 24				

TOTAL AMOUNT FOR CLINS 0004AA THROUGH 0004AE \$ _____

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0005 OPTION	PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROVIDE GRASS MOWING SERVICES AT THE COWANESQUE LAKE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED IN THE STATEMENT OF WORK FOR THE PERIOD 1 OCTOBER 2008 THROUGH 30 SEPTEMBER 2009 (OPTION YEAR FOUR)				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0005AA		3,035.50	Acre	\$ _____	\$ _____
OPTION	TYPE I AREAS Estimated 233.5 acres per mowing x 13				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0005AB		132	Acre	\$ _____	\$ _____
OPTION	TYPE II AREAS Estimated 66 acres per mowing x 2				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0005AC		252	Acre	\$ _____	\$ _____
OPTION	TYPE III AREAS Estimated 84 acres per mowing x 3				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0005AD		623	Acre	\$ _____	\$ _____
OPTION	TYPE IV AREAS Estimated 89 acres per mowing x 7				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0005AE		72	Acre	\$ _____	\$ _____
OPTION	TYPE V AREAS Estimated 3 acres per mowing x 24				

TOTAL AMOUNT FOR CLINS 0005AA THROUGH 0005AE \$ _____

TOTAL/SUMMARY PAGE FOR BID SCHEDULE

BASE PERIOD BID AMOUNT (Line Items 0001AA thru 0001AE)	\$ _____
OPTION YEAR ONE (Line Items 0002AA thru 0002AE)	\$ _____
OPTION YEAR TWO (Line Items 0003AA thru 0003AE)	\$ _____
OPTION YEAR THREE (Line Items 0004AA thru 0004AE)	\$ _____
OPTION YEAR FOUR (Line Items 0005AA thru 0005AE)	\$ _____
TOTAL BASE PLUS FOUR OPTION YEARS	\$ _____

STATEMENT OF WORK

The U.S. Army Corps of Engineers is contracting services to provide grass mowing at the Tioga/Hammond/Cowanesque Lakes Project located in Tioga County, Pa. This will include areas that are located near Tioga, Mansfield, and Lawrenceville, Pa.

C.1. Statement of Work

C.1.1. The contractor shall furnish all labor, material and equipment necessary to provide grass mowing services at the specified sites for the Tioga/Hammond/Cowanesque Lakes Project. The project office is located at RR#1 Box 65 Tioga, Pa. 16946.

C.1.2. Reference is made to the attached maps (See the attached THC PDF Map and PDF Maps 1 - 10) for general location of the areas and breakdown of areas as specified below. These maps are not to scale and are only a general site indicator. Actual areas and boundaries of mowing will be specified by the contracting officer or his representative and all presently mowed areas will be mowed to existing boundaries.

C.1.3. Type I - TOMPKINS RECREATION AREA (See PDF Map1) 20 acres estimated consisting of campgrounds, beach area, ball field, and maintenance area and fields. Includes all previously mowed areas.

C.1.4. Type I - LAWRENCE RECREATION AREA (See PDF Map 1) 5.5 acres estimated of day use area to include previously mowed areas above elevation 1080.

C.1.5. Type I - COWANESQUE DAM MAINTENANCE AREA (See PDF Map 2) 1.5 acres estimated around the maintenance compound, both inside and outside the security fence. Includes all previously mowed areas.

C.1.6. Type I - TOMPKINS HIKE-IN AREA (See PDF Map 1) .5 acres estimated around parking lot and access road to camp sites. Includes all previously mowed areas.

C.1.7 .Type I - SOUTH SHORE RECREATION AREA (See PDF Map 3) 34.5 acres estimated to include all areas so designated by contracting officer, or his representative. Includes all fields, picnic areas and selected road berms. Includes all previously mowed areas.

C.1.8 Type I – IVES RUN RECREATION ENTRANCE AREA [See PDF Map 4] 2.25 acres estimated to include both sides of access road from route #287 an approximately 875' strip along route #287 from 45' to 80' wide near the project signs.

C.1.9 Type I - IVES RUN MAIN ACCESS ROAD [See PDF Map 4] 1 acre estimated to include an 8' wide strip along each side of the access road from the entrance to the intersection of the Boat launch road.

C.1.10 Type I - IVES RUN BOAT LAUNCH/FISHING AREA[See PDF Map 4] 18.5 acres estimated.

C.1.11 Type I - IVES RUN STEPHENHOUSE AREA [See PDF Map 4]6.5 acres estimated, to include both sides of the access road, 80' wide on the west side and 200' wide on the east, from the intersection with the main road to the Stephenhouse bridge.

C.1.12 Type I - IVES RUN ACCESS ROAD CONTINUATION [See PDF Map 4] 1.5 acres estimated, to include an 8' wide strip along each side of the main access road from the intersection with the Boat launch road to the intersection with the well house road.

C.1.13 Type I - IVES RUN CAMPGROUND ACCESS ROAD [See PDF Map 4] 2 acres estimated, to include mowed area on the south side of the access road from the underground "waterline" to the Ives Run stream.

C.1.14 Type I - IVES RUN PINE CAMPGROUND AREA [See PDF Map 4] 6 acres, estimated.

C.1.15 Type I - IVES RUN CAMPGROUND/REMAINING DAY-USE AREA [See PDF Map 4]. 90 acres estimated.

C.1.16 Type I - IVES RUN WELL HOUSE ACCESS ROAD AREA [See PDF Map 4] 1.25 acres estimated, to include field south of well house access road.

C.1.17 Type I - TIOGA DAM ACCESS ROAD [See PDF Map 5] 12.5 acres estimated, to include mowed areas along both sides of the access road and designated area on the Tioga river levy.

C.1.18 Type I - TIOGA DAM MAINTENANCE/RESIDENCE AREA [See PDF Map 5] 6 acres estimated to include areas around the Maintenance building, Residence, Overlooks, Comfort station, and access roads to control structures.

C.1.19 Type I - LAMBS CREEK RECREATION AREA [See PDF Map 6] 4 acres estimated, to include the previously mowed day-use area and minimum 10' wide strip along both sides of all access roads.

C.1.20 Type I - HIKE AND BIKE TRAIL [See PDF Map 7] 3.5 acres estimated, to include previously mowed areas along both sides of the trail but not less than 4' wide.

C.1.21 Type I - COREY CREEK CONDUIT [See PDF Map 8] 16.5 acres estimated, to include all previously mowed areas between the inlet and outlet ends.

C.1.22 Type II - IVES RUN RAILROAD GRADE AREA [See PDF Map 4] 18 acres estimated, to include strips/fields along both sides of railroad access road to the gate at the Stephenhouse run, and the food plots at Bryant Hollow/not shown.

C.1.23 Type II - IVES RUN WATER STORAGE TANK ACCESS ROAD [See PDF Map 4] 1 acre estimated, to include a 4' wide strip on each side of the access road.

C.1.24 Type II - IVES RUN PINE CAMP ACCESS ROAD AREA [See PDF Map 4] 3 acres estimated, to include a 4' wide strip on each side of the road and an 8' strip behind the Sewage Treatment Plant.

C.1.25 Type II - IVES RUN STEPHENHOUSE POND AREA [See PDF Map 4] 2 acres estimated, to include all previously mowed areas including parking areas.

C.1.26 Type II - IVES RUN WATERLINE [See PDF Map 4] 1.5 acres estimated, to include approximate 45' wide strip ending at the water reservoir.

C.1.27 Type II - IVES RUN FIELD [See PDF Map 4] 5 acres estimated, to include the field between the Sewage Treatment Plant, the campground and the lake.

C.1.28 Type II - IVES RUN WELL HOUSE [See PDF Map 4] 2 acres estimated, to include field at the top of the hill around the well house.

C.1.29 Type II - OLD MANSFIELD LANDFILL AREA [See PDF Map 8] 16 acres estimated to include previously mowed areas.

C.1.30 Type II - TIOGA DAM AREA [See PDF Map 5] 1.5 acres estimated, to include areas around Quonset building and old barn.

C.1.31 Type II - TIOGA DAM EMBANKMENT SELECT AREAS [See PDF Map 5] 15 acres estimated, to include downstream right abutment and random fill area below designated Type III mowing.

C.1.32 Type III - TIOGA DAM EMBANKMENT [See PDF Map 5] 8.5 acres estimated, to include all previously designated mowed areas on the downstream side of the embankment . Not to include the Type II areas.

C.1.33 Type III - HAMMOND DAM EMBANKMENT [See PDF Map 5] 29.5 acres to include all previously mowed areas on the downstream side of the embankment.

C.1.34 Type III - COWANESQUE EMBANKMENT AND WEIR POND #1 [See PDF Map 2] 41 acres estimated, to include all areas on the downstream side of the dam embankment, around weir pond #1, the levee along the outlet works and the field behind the maintenance building bordered by the boat launch road on the north, the 1080 water line, the tree line, and the rip rap. Includes all previously mowed areas.

C.1.35 Type III - SOUTH SHORE LOCUST GROVE PICNIC AREA EXTENSION [See PDF Map 3] 1 acre estimated, to include the strip beginning where the Type I mowing ends at the north edge of the Locust Grove Area and extending to the waters edge. Includes all previously mowed areas.

C.1.36 Type III - MOCCASIN TRAIL [See PDF Map 9] 4 acres estimated, to include all previously mowed areas.

C.1.37 Type IV - NORTH OVERLOOK [See PDF Map 10] 3.0 acres estimated, around the overlook area and adjacent fields. Includes all previously mowed areas.

C.1.38 Type IV - SOUTH OVERLOOK [See PDF Map 10] 2.0 acres estimated, around the overlook area and adjacent fields. Includes all previously mowed areas.

C.1.39 Type IV - NORTH ACCESS [See PDF Map 2] 11.5 acres estimated, along the access road, parking lot, and comfort station and adjacent field. The mowed strip along each side of the access road shall be a minimum width of 20' or to the previously mowed area, whichever is greater.

C.1.40 Type IV - OLD MANSFIELD LANDFILL PARKING AREA [See PDF Map 8] 2.5 acres estimated, located on west side of the Tioga River adjacent to route #6.

C.1.41 Type IV - MANSFIELD LEVY [See PDF Map 8] 70 acres estimated, to include previously mowed areas on east side of the levy.

C.1.42 Type V - IVES RUN RECREATION AREA VISITOR INFORMATION CENTER/ INTERPRETIVE AREA [See PDF Map 4] 3 acres estimated, to include all turf areas located within the confines of the deer security fence.

C.2. General Specifications

C.2.1. TYPE I - Mowing and trimming must be completed within four (4) consecutive days for each mowing delivery order. [Estimated 233.5 acres per mowing]. Mowing height will not be more than four (4) inches and not less than (2) inches. Includes all previously mowed areas. Generally mowed and trimmed 8 to 14 times annually.

C.2.2 TYPE II – Mowing and trimming must be completed within four consecutive days for each delivery order. [Estimated 132 acres per mowing] Mowing height will not be more than six {6} inches and not less than {4} inches. Generally mowed 2 times annually.

C.2.3 TYPE III - Mowing and trimming must be completed within five (5) consecutive days for each mowing delivery order. [Estimated 252 acres per mowing]. Mowing height will not be more than six (6) inches and not less than four (4) inches. Includes all previously mowed areas and the Moccasin trail, generally mowed 3 times annually.

C.2.4 TYPE IV - Mowing and trimming must be completed within four (4) consecutive days for each mowing delivery order. [Estimated 623 acres per mowing]. Mowing height will not be more than six (6) inches and not less than four (4) inches. Includes all previously mowed areas.

C.2.5 TYPE V- Mowing shall be to a uniform height between 2" and 2.5". All trash, litter, and debris in lawn area shall be removed prior to mowing. Prior to each mowing the contractor shall mechanically edge/trim next to all mowed areas and adjacent to/around all obstructions within mowed areas. Extreme care shall be exercised to avoid damage from trimmers to ornamental vegetation and landscape structures. Clippings and all trash, litter, debris, etc. shall be immediately removed upon any stop in mowing, from all paths, walks, parking lots, drives, patios, stone edges, and mulched areas. The government representative shall provide a site[s] for the contractor to dispose of clean litter, debris, leaves, clippings, limbs, branches, sticks, and any other organic matter. The contractor will be allowed to deposit on site collected trash and other non organic materials in a dumpster designated by the government representative. All mowing and trimming must be completed within 1 work day. Mowing will be ordered by delivery orders and will be generally scheduled to begin the Wednesday that falls closest to April 15 and continue weekly on Wednesdays through the first week of July. From the first week in July through the first week in November mowing will be accomplished every 10 days. During the 10 day cycle period if a mowing should fall on a Friday, Saturday or Sunday it shall be rescheduled to the nearest Monday or Thursday and the 10 day cycle shall resume from that mowing. [Estimated 3 acres per mowing].

C.2.6. The contractor will be responsible for any and all damages incurred by his equipment and or personnel.

C.2.7. All grass under picnic tables, around trees, shrubs, signs, fire rings, fences, walks, buildings, posts, and any/all other physical features to include parking lots and car stops shall be kept neatly trimmed. Contractor must exercise care so as not to damage trees or shrubs.

C.2.8. Campgrounds: Mowing is limited to Monday through Thursday inclusive between 10:00 AM and 6:00 PM. Mowing will not be permitted on Memorial Day, the Fourth of July or Labor Day. Any deviation from this schedule is subject to the prior approval of the Contracting Officer or his authorized representative. No campsite area or picnic shelter shall be mowed while in use. The exception to this schedule is the beach areas shall be mowed by 11:00 AM.

C.2.9. Non-recreational Areas: Mowing is limited to Monday through Friday inclusive between 8:00 AM and 4:00 PM. Mowing will not be permitted on Memorial Day, the Fourth of July or Labor Day. Any deviation from this schedule is subject to prior approval of the Contracting Officer or his authorized representative.

C.2.10. The contractor shall remove all litter within each mowing area prior to each cutting.

C.2.11. The contractor shall be responsible for removing excess clippings from walks and roadways.

C.2.12. All areas will be subject to inspection and acceptance by the Contracting Officer or his authorized representative after each mowing. In the event of inclement weather occurring at the time of a scheduled mowing, the work shall be accomplished as soon as possible when weather permits.

C.2.13. The contractor or his authorized representative shall be responsible for maintaining a daily log book that shall be the record of weather conditions, personnel, equipment used, and areas mowed and shall meet with the appointed Corps inspector daily, when work is being performed to discuss the job.

C.2.14. The contractor shall keep all gates into restricted areas closed and locked while performing work under this contract to avoid general public access.

C.2.15. The Contracting Officer or his authorized representative may request partial mowing depending on weather conditions and turf growth rate. Payment for mowing will be calculated at a per acre rate per contractor bid and will be billed as each or partial delivery order is completed.

C.2.16. The contractor shall report any acts of vandalism to the Contracting Officer or his representative at the time of discovery of such acts.

C.2.17. During the term of this contract, the contractor may leave mowing equipment used on the project at a site designated by the Contracting Officer or his authorized representative. The Government shall not be held liable for damages or theft of subject equipment.

C.2.18. The contractor shall exercise care and safety in the performance of the contract and shall take necessary precautions to avoid contamination of the water, damage to private property and injury to employees and the public. The contractor shall be liable for any and all damages to the environment, government property, private property, trees and shrubs as well as injuries to the public and employees while in performance of this contract.

C.2.19. The contractor shall comply with any and all applicable Federal and State regulations, including safety and environmental regulations. The contractor and his employees shall wear appropriate clothing and safety equipment while mowing all areas. Minimal acceptable clothing and equipment for each person shall consist of a plain T-shirt (without offensive logos), jeans, leather hard toe work boots, a hard hat (approved type), and shatter proof eye protection. All work shall comply with the U.S. Army Corps of Engineers Safety and Health Requirements manual, EM-385-1-1 and can be accessed at <http://www.hq.usace.army.mil/ceso/cesopub.htm>. The contractor shall submit a Safety Plan and Activity Hazard Analysis to the Contracting Officer or his authorized representative for approval before beginning any work. The contractor shall also provide proof of liability insurance to cover the time period of this contract.

C.2.20. The Contracting Officer or his authorized representative will inspect any and all equipment to insure compliance with safety regulations.

C.2.21. When mowing slopes of 10 degrees or greater, roll over protection equipment will be required, including seat belts. These slopes will not be mowed when the ground is soft or the grass is wet.

C.2.22. The contractor shall report any and all hazardous conditions, including exceptionally wet areas, holes, extremely uneven areas, and unusually soft areas.

C.2.23. The contractor shall notify the Contracting Officer or his authorized representative immediately of any problems and/or accidents of any type.

C.2.24. Invoices shall be submitted to the Contracting Officer's Representative within two (2) working days of completion of each cutting and shall contain the starting date, completion date, number of acres mowed, type of cutting, and any additional acres authorized by the Contracting Officer or his authorized representative for that specific mowing delivery order.

C.2.25. The contractor is responsible for complying with all provisions of the contract. Non-compliance with any provision will result in an assessed monetary penalty based on the contractor's bid schedule and other costs incurred to correct deficiency or repair damage.

C.2.26. Inspections and acceptance of services shall be accomplished by the U.S. Army Corps of Engineers representative, Tioga-Hammond-Cowanesque Lakes project, Tioga, Pennsylvania. The government will utilize the "unscheduled inspection" method but reserves the right to change or include other methods at any time. If the contractor fails to provide the services of the contract, according to the contract specifications, and fails to immediately correct any such discrepancy, a Contract Discrepancy Report shall be issued by the government that will include actions to be taken to resolve the discrepancy.

C.2.27. The U.S. Army Corps of Engineers will not be responsible for payment when weather conditions prohibit mowing and makes no guarantee as to the number of mowings required annually or that each delivery order will require the number of acres to be mowed as listed in the specifications items C.2.1, C.2.2, C.2.3, C.2.4, and C.2.5.

C.2.28. All mowings to be furnished under this contract shall be ordered by issuance of delivery orders by the Ordering Officer. Such orders may be issued from 1 April 2005 through 30 September 2005 (base period), from 1 October 2005 through 30 September 2006 (Option Year I), 1 October 2006 through 30 September 2007 (Option Year II), 1 October 2007 through 30 September 2008 (Option Year III), and 1 October 2008 through 30 September 2009 (Option Year IV). Orders may be issued telephonically or in writing to the contractor. An order is considered issued when the government deposits the order in the mail, the order is telecommunicated or the contractor or his representative is contacted telephonically.

C.2.29. The contractor will be given a minimum 48 hour notice to proceed for each delivery order. The delivery order will state the type and amount of acres to be mowed. Delivery orders may be issued for all or any part of the estimated mowing for the entire or any part of the mowing season.

C.2.30. This is a requirements contract for services specified and is effective for the period stated under item C.2.25. The quantities of services specified are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the government's requirements do not result in orders in the quantities described, that fact shall not constitute the basis for an equitable price adjustment.

C.2.31. Performance shall be made only as authorized by orders issued in accordance with the ordering clause. Subject to any limitations in the delivery order limitations clause or elsewhere in this contract, the contractor shall furnish to the government all services specified in the schedule and called for by orders issued in accordance with the ordering clause. The government may issue orders requiring performance at multiple locations.

C.2.32. Except as this contractor otherwise provides, the government shall order from the contractor all services specified in the schedule that are required to be purchased by the government activity or activities spelled out in the schedule.

C.2.33. The government is not required to purchase from the contractor requirements in excess of any limit on total orders under this contract

C.2.34. If the government urgently requires delivery of any quantity of an item before the earliest date the delivery may be specified under this contract, and if the contractor will not accept any order providing for the accelerated delivery, the government may acquire the urgently required services from another source.

C.2.35. Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to provide any services under this contract after the delivery time as specified in the last delivery order issued.

C.2.36. The contractor upon award of the contract shall also provide for approval by the government the following;

1. Activity Hazard Analysis
2. Safety Plan
3. Written Hazard Communication Plan
4. Letter of appointment for Superintendent[s]

C.2.37. The contractor shall be required to comply with all security requirements at no additional cost to the government. These requirements will include but not be limited to the following:

1. All contractor vehicles shall have some approved visible identification marker.
2. All contractor employees shall have a visible contractor identification
3. All contractor employees shall be citizens of the United States of America or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card, Form

1-151, or who presents other evidence from the INS that employment will not affect his/her immigration status.

C.2.38. For further information or to arrange a site visit contact Maintenance Foreman L.P.Whipple at telephone # 570-835-0107

C.3 Deliveries of Service

C.3.1 The contract awarded hereunder shall begin 1 April 2005 or the date of contract award, whichever is later, and shall end 30 September 2005, both dates inclusive, unless sooner terminated under the provisions of this contract.

C.3.2 In addition to the period set forth above, the government may elect to renew the contract under the terms of the contract as follows:

Option Year I -	1 October 2005 - 30 September 2006
Option Year II-	1 October 2006 - 30 September 2007
Option Year III-	1 October 2007 - 30 September 2008
Option Year IV-	1 October 2008 - 30 September 2009

CLAUSES INCORPORATED BY REFERENCE

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.223-6	Drug-Free Workplace	MAY 2001
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	JUN 1996
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2005)
ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

- (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

N/A (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

N/A (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

N/A (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

N/A (ii) Alternate I (MAR 1999) to 52.219-5.

N/A (iii) Alternate II to (JUNE 2003) 52.219-5.

XX (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

N/A (ii) Alternate I (OCT 1995) of 52.219-6.

N/A (iii) Alternate II (MAR 2004) of 52.219-6.

N/A (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

N/A (ii) Alternate I (OCT 1995) of 52.219-7.

N/A (iii) Alternate II (MAR 2004) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

N/A (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

N/A (ii) Alternate I (OCT 2001) of 52.219-9

N/A (iii) Alternate II (OCT 2001) of 52.219-9.

XX (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

N/A (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

N/A (ii) Alternate I (JUNE 2003) of 52.219-23.

N/A (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

N/A (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

N/A (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

N/A (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

N/A (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

N/A (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

N/A (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

N/A (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

N/A (ii) Alternate I (JAN 2004) of 52.225-3.

N/A (iii) Alternate II (JAN 2004) of 52.225-3.

N/A (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

N/A (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

N/A (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

N/A (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

N/A (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

N/A (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

N/A (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

N/A (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

N/A (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

N/A (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

XX (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

N/A (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 April 2005** through **30 September 2005, plus two option years**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$50.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$25,000.00**;

(2) Any order for a combination of items in excess of **\$25,000.00**;

(3) A series of orders from the same ordering office within **five (5)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum

order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **seven (7)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the completion date as specified in the last delivery order issued.**

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of expiration of the then-current contract period.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Labor, Grounds Maintenance at \$11.52 per hour.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.il/>
<http://www.arnet.gov/far>
<http://www.stic.mil/dfars>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2005) (☐ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

XX 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

N/A 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

N/A 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

XX 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

XX 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (N/A Alternate I) (MAR 2000) (N/A Alternate II) (MAR 2000) (N/A Alternate III (May 2002).

N/A 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

LOCAL

CONTRACT PERIOD (Option Years)

(a) The contract awarded hereunder shall begin 1 April 2005 or the date of contract award, whichever is later, and shall end 30 September 2005 both dates inclusive, plus four option years, unless sooner terminated in accordance with the provisions of this contract.

(b) The total duration of this contract, including all option periods, may not exceed five (5) years. Refer to the Contract Clause entitled "Option to Extend the Term of the Contract" set forth in this solicitation.

(End of Clause)

(CENAB-OC/CT JUN 01)

(FAR 12.103)

(4075)

AUTHORIZATION TO ISSUE ORDERS

As identified in clause 52.216-18 contained in Section I, orders placed hereunder shall be by issuance of a funded delivery order, Standard Form 1449, by the Baltimore District, Corps of Engineers, Contracting Division.

End of Clause

(CENAB-CT Feb 93)
(FAR 16.506)
(was 52.216-4059)

SUMMARY FOR THE PAYMENT OFFICE

All modifications will provide sufficient information to permit the paying office to readily identify the changes for each contract line item and subline item as follows:

- (a) The amount of funds obligated by prior contract actions, to include the total cost and fee if a cost-type contract; the target fee at time of contract award if a cost-plus-incentive-fee contract; the base fee if a cost-plus-award-fee contract; or the target price and target profit if a fixed-price incentive contract;
- (b) The amount of funds obligated or deobligated by the instant modification, categorized by the types of contracts specified in paragraph (a) of this section; and
- (c) The total cumulative amount of obligated or deobligated funds, categorized by the types of contracts specified in paragraph (a) of this section.

End of Clause

(was 52.232-4131)

END ITEMS OF SMALL BUSINESSES

Definition of End Item: An assembled whole system or equipment ready for its intended use. This definition is to assist in clarification of the clause 52.219-6, Notice of Total Small Business Set-Aside.

Clarification is also made of the provisions FAR 52.212-0003 (Offeror Representations and Certifications - Commercial Items) (FEB 2000) or FAR 52.219-0001 (Small Business Program Representations) (MAY 1999) when referring to the "Small Business Concern Representation." If the small business assembles the system or equipment (even though the components are from large businesses), the small business can certify that, "it will furnish all end items which are manufactured or produced by a small business concern in the United States."

End of Clause

(CENAB-CT SEP 00)
(FAR 19.5)
(was 52.219-4081)

WAGE DETERMINATION

If a U.S. Department of Labor Wage Determination, has been included, it is titled: General Wage Decision No. 94-2453 dated 22 July 2004, with all current modifications. The wage rate is an attachment located at the end of this solicitation.

If a U.S. Department of Labor Wage Determination has not been included, it should be added by amendment prior to the date set for receipt of bids/proposals.

In the event a Department of Labor Wage Rates has not been attached to this contract, neither the contractor nor any subcontractor under the contract shall pay any of his employees performing work under the contract (regardless of whether they are service employees) less than minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act, as amended.

End of Clause
(was0222-4020)

REQUIRED INSURANCE FOR GVT INSTALLATION & DREDGING

Pursuant to the contract clause entitled, 52.228-5, Insurance – Work on a Government Installation or on Dredging projects (which ever applies), the contractor shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

COVERAGE FOR GOVERNMENT INSTALLATION

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

COVERAGE FOR DREDGING

Type	Amount
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Marine Liability - Excess towers' liability	\$1,000,000 per occurrence
Excess protection and indemnity insurance	\$1,000,000 per occurrence
Workers' Compensation and Employer's Liability: (including Longshore & Harbor Workers' Compensation)	\$100,000 per person

Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to

require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

(CENAB-CT MAY 1992)
(FAR 28.307-2(a))

YEAR 2000 COMPLIANCE

(1) The following applies to Supply, Service and Construction contracts:

(a) In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(2) The following applies to Architect-Engineering contracts:

(a) The Architect/Engineer (A-E) shall insure that hardware, firmware, software, and information technology systems separately or in combination with each other or other elements specified in the documents developed under this contract shall be year 2000 compliant in accordance with FAR 39.106.

End of Clause

(CENAB-CT Sep 1998)
(FAR 39.105)
(was 52.239-4100)

PAST PERFORMANCE INFORMATION MANAGEMENT SYSTEM (PPIMS)

As required by the FAR Part 42.1500, policy has been initiated to record and maintain contractor performance information. To implement this program for supplies and services, the Department of Defense has created a database entitled, Past Performance Information Management System (PPIMS).

An evaluation will be prepared of the contractors' performance for each supply and service contract to include modifications and task orders expected to exceed \$100,000.00. The PPIMS form, entitled, Performance Assessment Report (PAR), will be prepared by both the Contract Specialist and the Contracting Officer's

Representative (COR) and signed by the Contracting Officer and submitted to the contractor for each evaluation performed. A copy of the PAR format is located in Section J.

This program replaces Supply and Service Contractor Appraisal Support System (SSCASS).

End of Clause

(CENAB-CT-S/Mar 99)
(FAR Part 42)
(was 52.242-4154)

STANDARD FORM LLL, DISCLOSURE OF LOBBYING ACTIVITIES LOCATION

The Standard Form LLL "Disclosure of Lobbying Activities" and Instructions for Completion of SF LLL, Disclosure of Lobbying Activities is located behind Section 00600 (for construction) or Section J (for service and supply).

End of Clause

(CENAB-CT/APR 97)
(FAR 3) (was 52.203-4153)

CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, _____, certify that I am the _____ of the corporation named as bidder/offeror therein, that _____, who signed this bid/proposal on behalf of the bidder/offeror, was then _____ of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By: _____ (Corporate Seal)
(Signature)

(Typed Name of Corporation)

NOTE: A CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

(was 52.204-4005)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

There will be no pre-bid tour, prospective bidders should contact Pax Whipple to set up a personal tour at (570) 835-5281.

(End of clause)

EVIDENCE OF AUTHORITY TO SIGN BIDS/PROPOSALS

Evidence of the authority of individuals signing bids/proposals to submit firm bids/proposals on behalf of the bidder/offeror is required except where the bid/offer is signed, and shows that it is so signed, by: The President, Vice-President, or Secretary of Incorporated bidders; a partner in case of partnership; the owner in the case of sole proprietorships. Failure to submit with the bid satisfactory evidence of authority of all other persons may be cause for rejection of bid as an invalid or nonresponsive bid.

End of Clause

(CENAB-OC APR 1984)
(FAR 4.102)
(was 52.204-4008)

ARITHMETIC DISCREPANCIES (EFARS 52.0214-5000)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

End of Clause

(CENAB-CT MAY 1995)
(EFARS 14.406-2)
(was 52.214-4009)

DELIVERY OF BIDS/PROPOSALS

Bids/Proposals may be delivered in person to the Contracting Division, Baltimore District, Corps of Engineers, Room 7000, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201.

End of Clause

(CENAB-CT JUL 1993)
(FAR 14.302)
(was 52.214-4024)

SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

(For hand delivered protests) -
U.S. Army Engineer District, Baltimore
ATTN: District Counsel/CENAB-OC
Room 6420, City Crescent Building
10 South Howard Street
Baltimore, Maryland 21201

(For mailed protests) -
U.S. Army Engineer District, Baltimore
ATTN: CENAB-OC
P.O. Box 1715
Baltimore, Maryland 21203-1715

(b) The copy of any protest shall be received in the office designated above within one day of filing protest with the GAO.

End of Clause

(CENAB-CT APR 97)
(FAR 52.233-0002)
(was 52.233-4041)

AWARD TO SINGLE VENDOR

No separate award will be made for any item contained on the Schedule of Supplies or Services. Bidders must submit a quote on all items contained on the Schedule of Supplies or Services, or the quote will be considered non-responsive and therefore rejected.

End of Clause

(CENAB-CT MAY 1992)
(FAR 14.402-2)
(was 52.214-4057)

SECURITY LANGUAGE FOR AN UNCLASSIFIED CONTRACTS

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the **(insert the name and address of the Division/ District)** Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the **(insert the name and address of the Division/ District)** Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the **(insert the name and address of the Division/ District)** Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

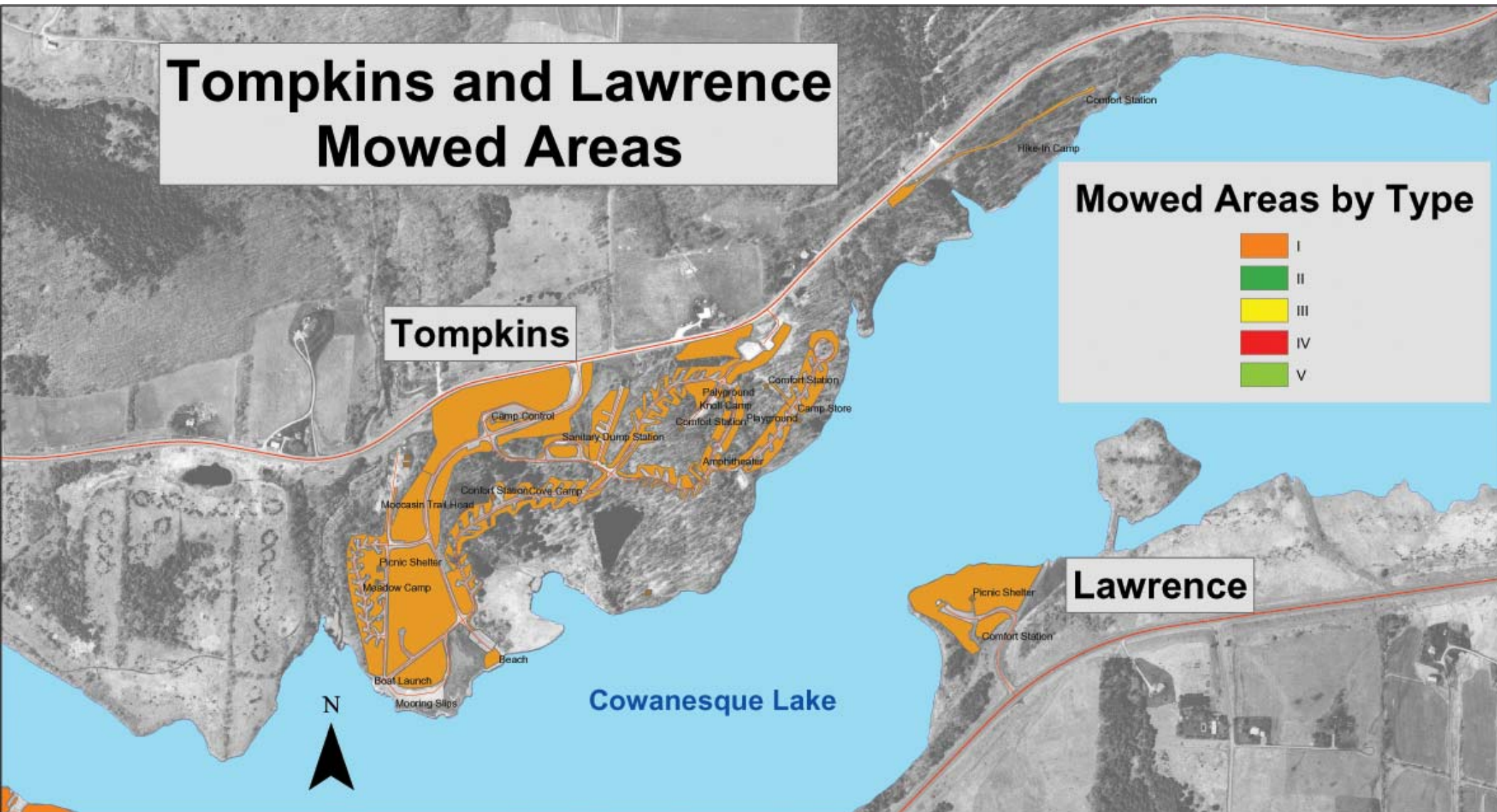
Note: Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(Feb 03)

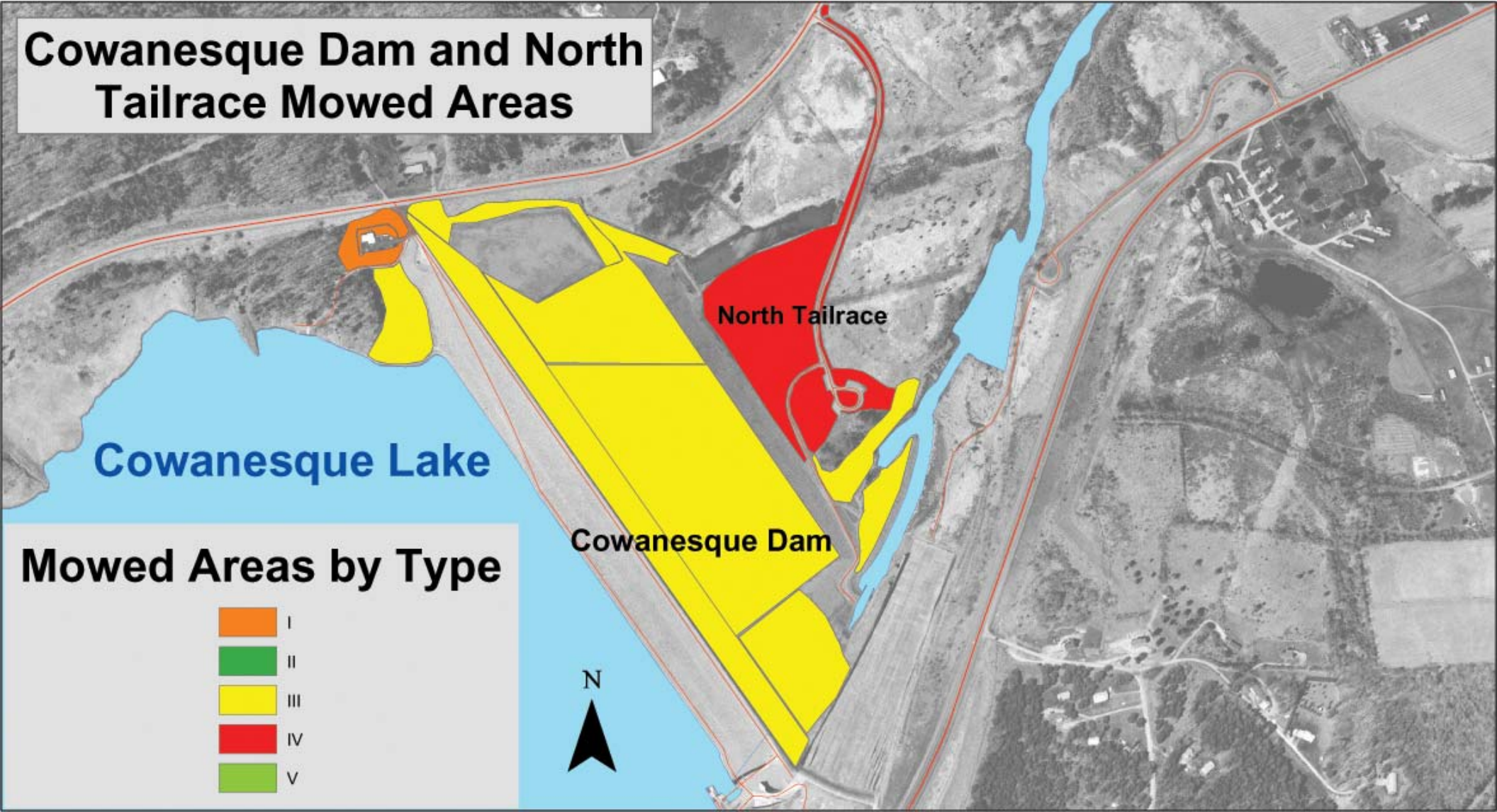
LIST OF ATTACHMENTS

- A. Maps 1 through 11
- B. Wage Decision 94-2453 dated 22 July 2004
- C. Sample Performance Assessment Report
- D. Disclosure of Lobbying Activities (SF LLL)

Tompkins and Lawrence Mowed Areas



Cowanesque Dam and North Tailrace Mowed Areas



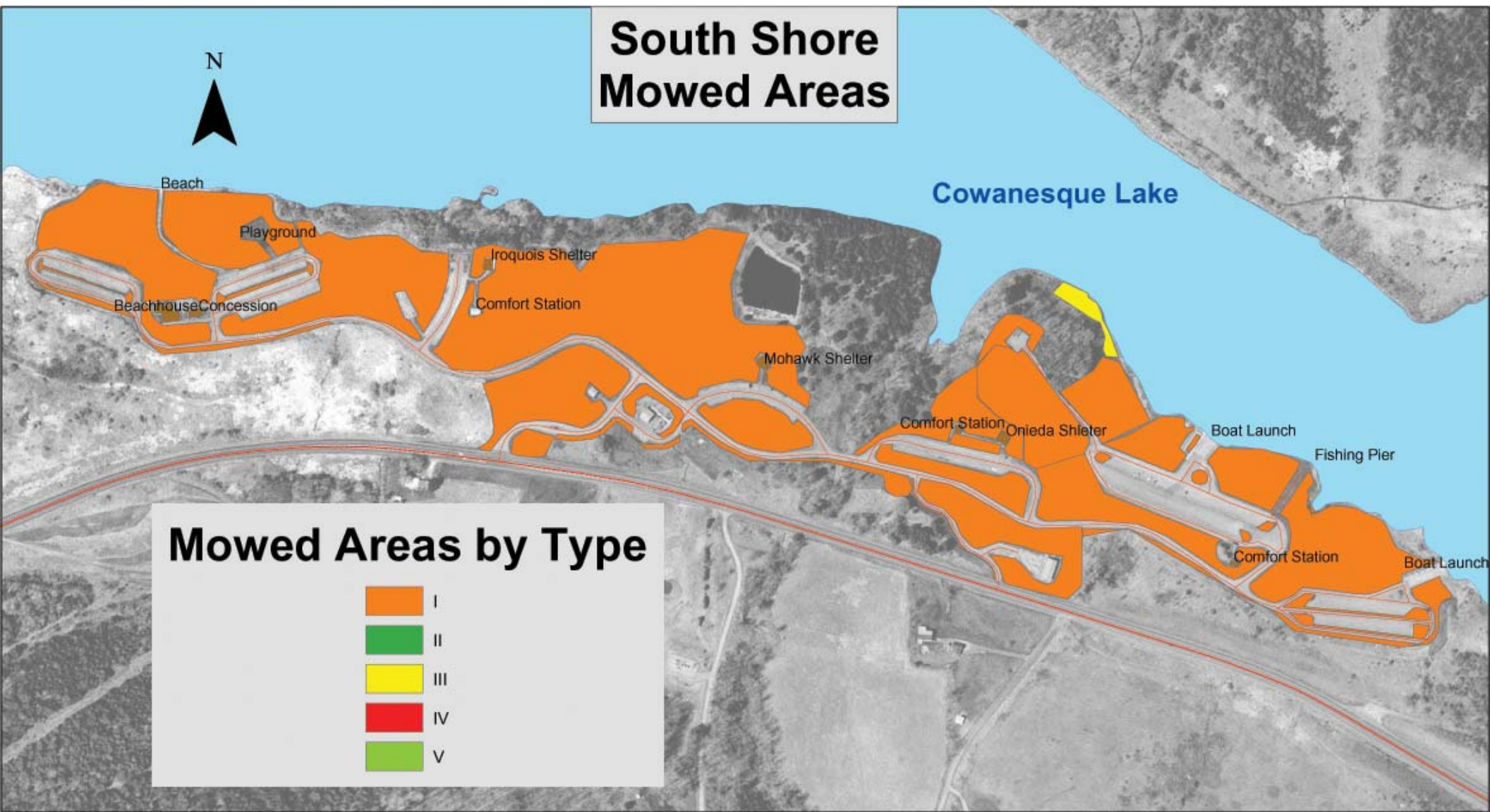
South Shore Mowed Areas

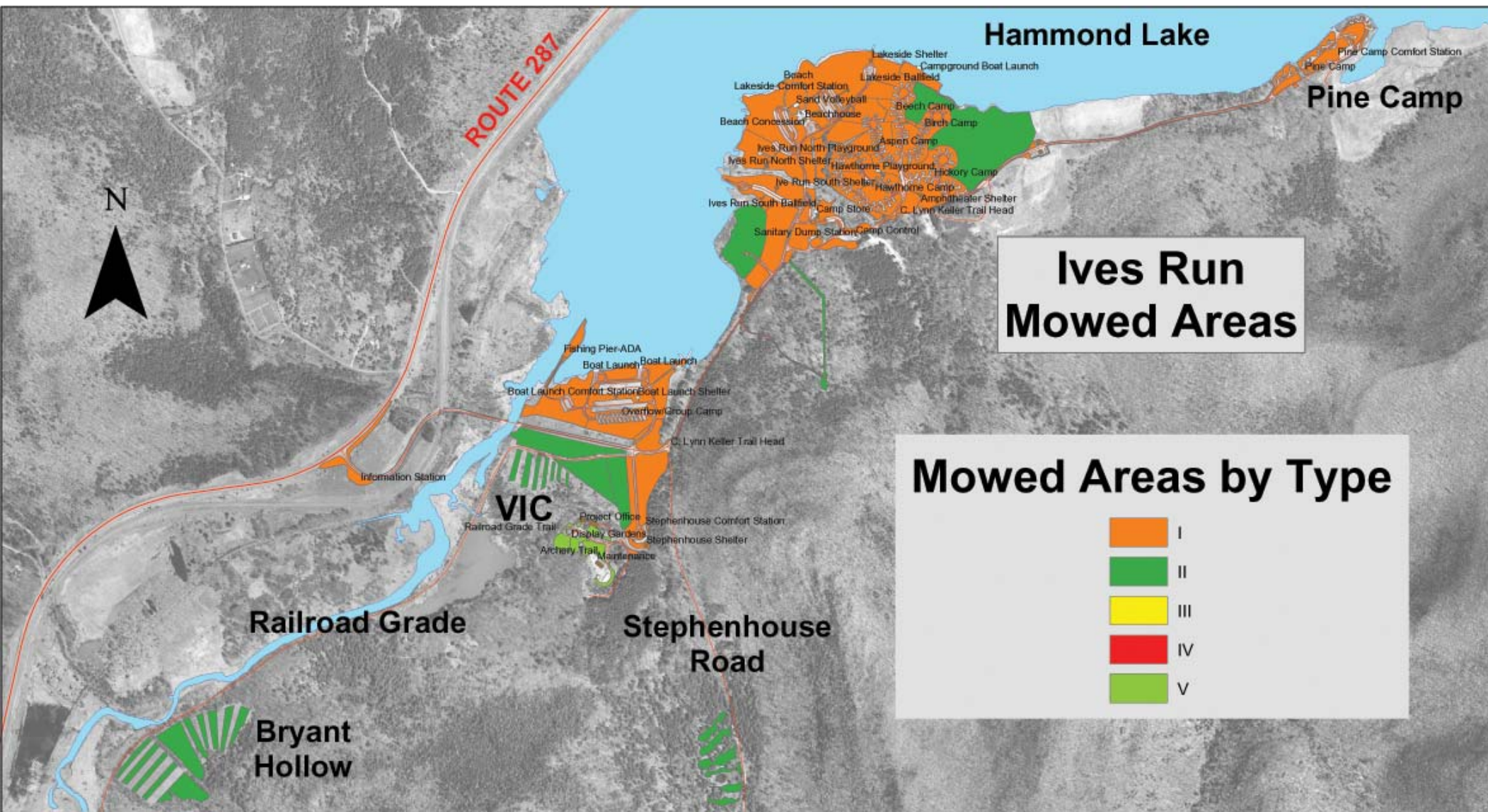


Cowanesque Lake

Mowed Areas by Type

- I
- II
- III
- IV
- V





Tioga-Hammond Dams Mowed Areas

Tioga



Tioga River

Hammond Dam

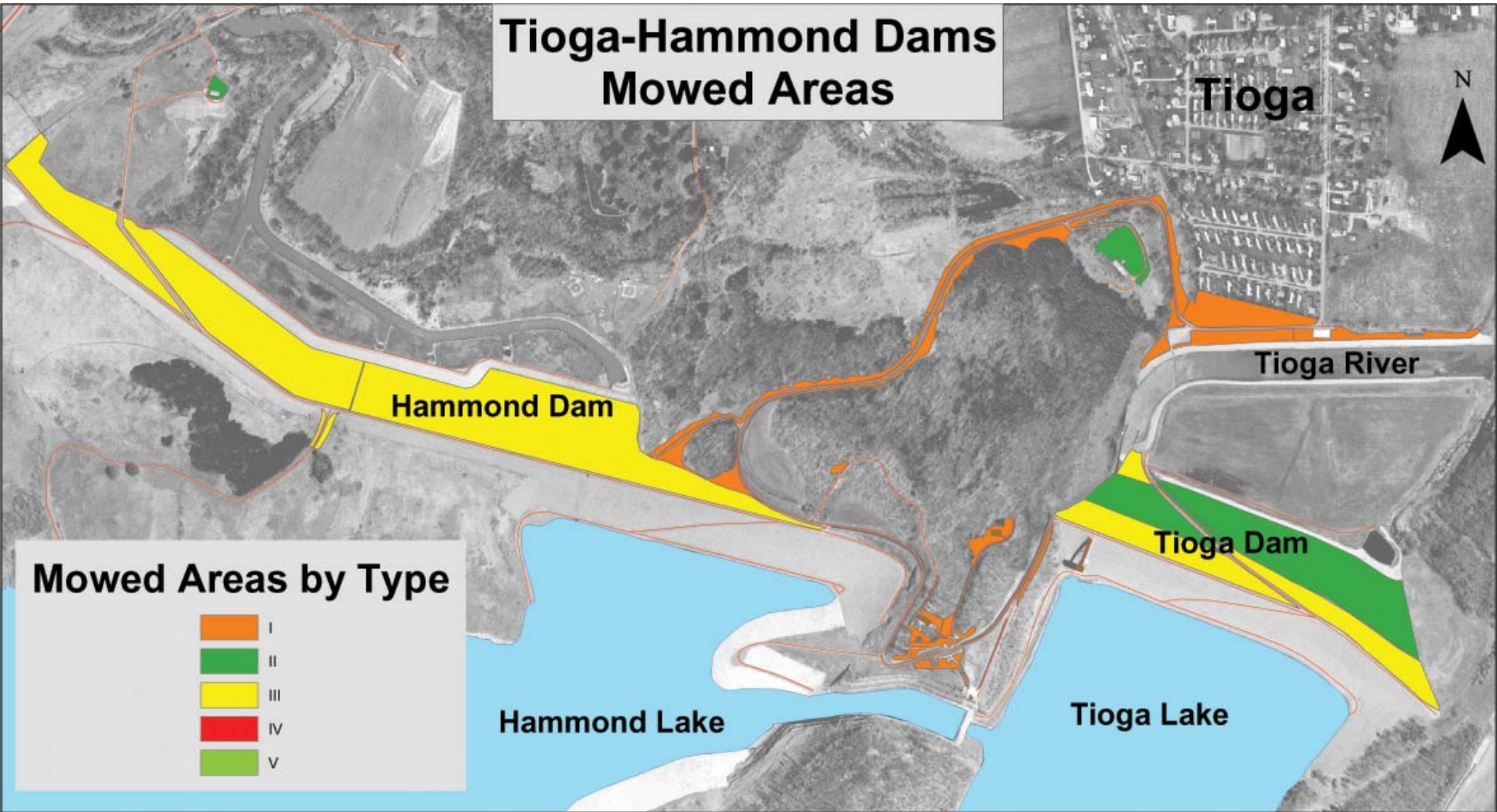
Tioga Dam

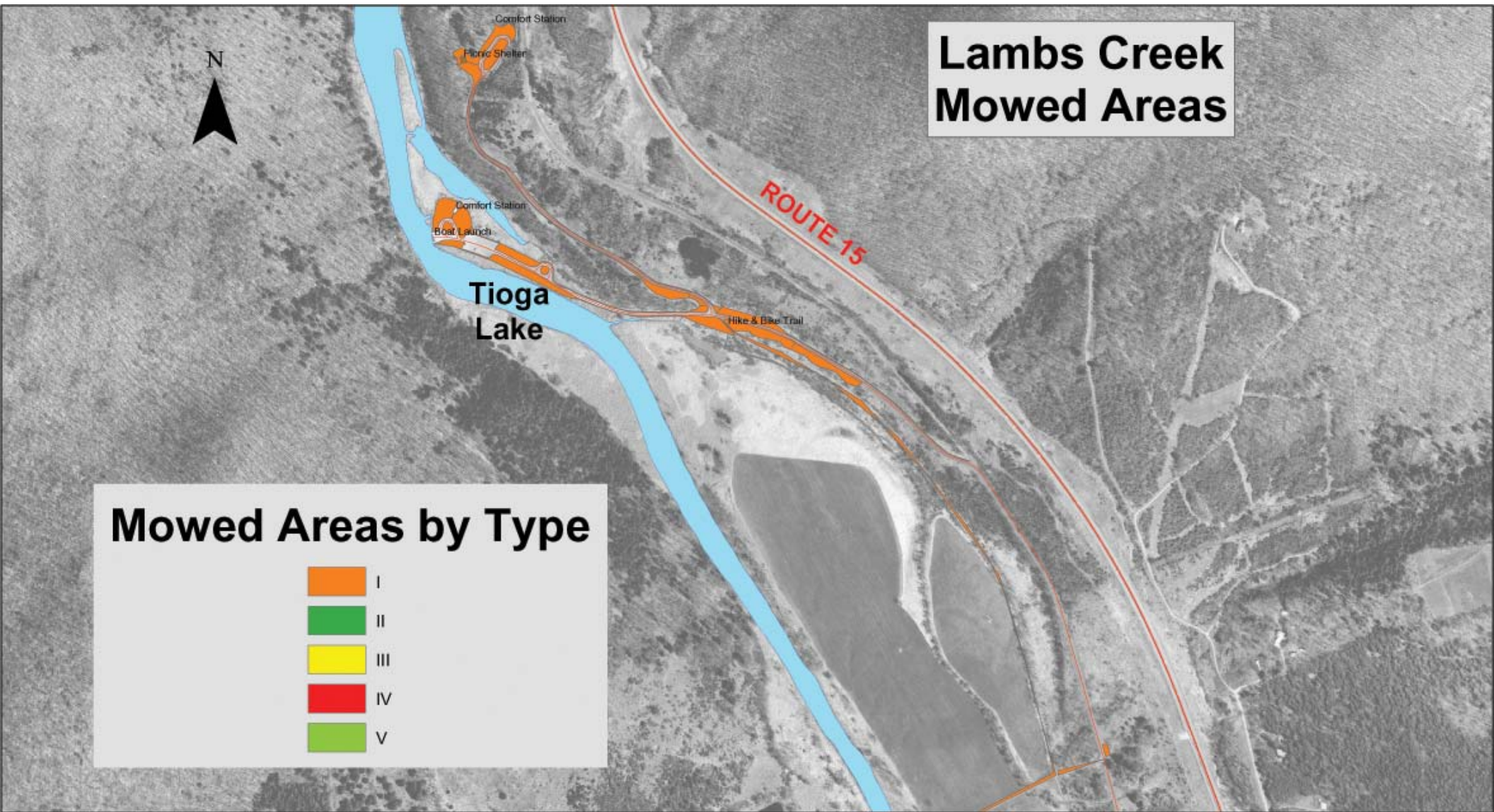
Mowed Areas by Type

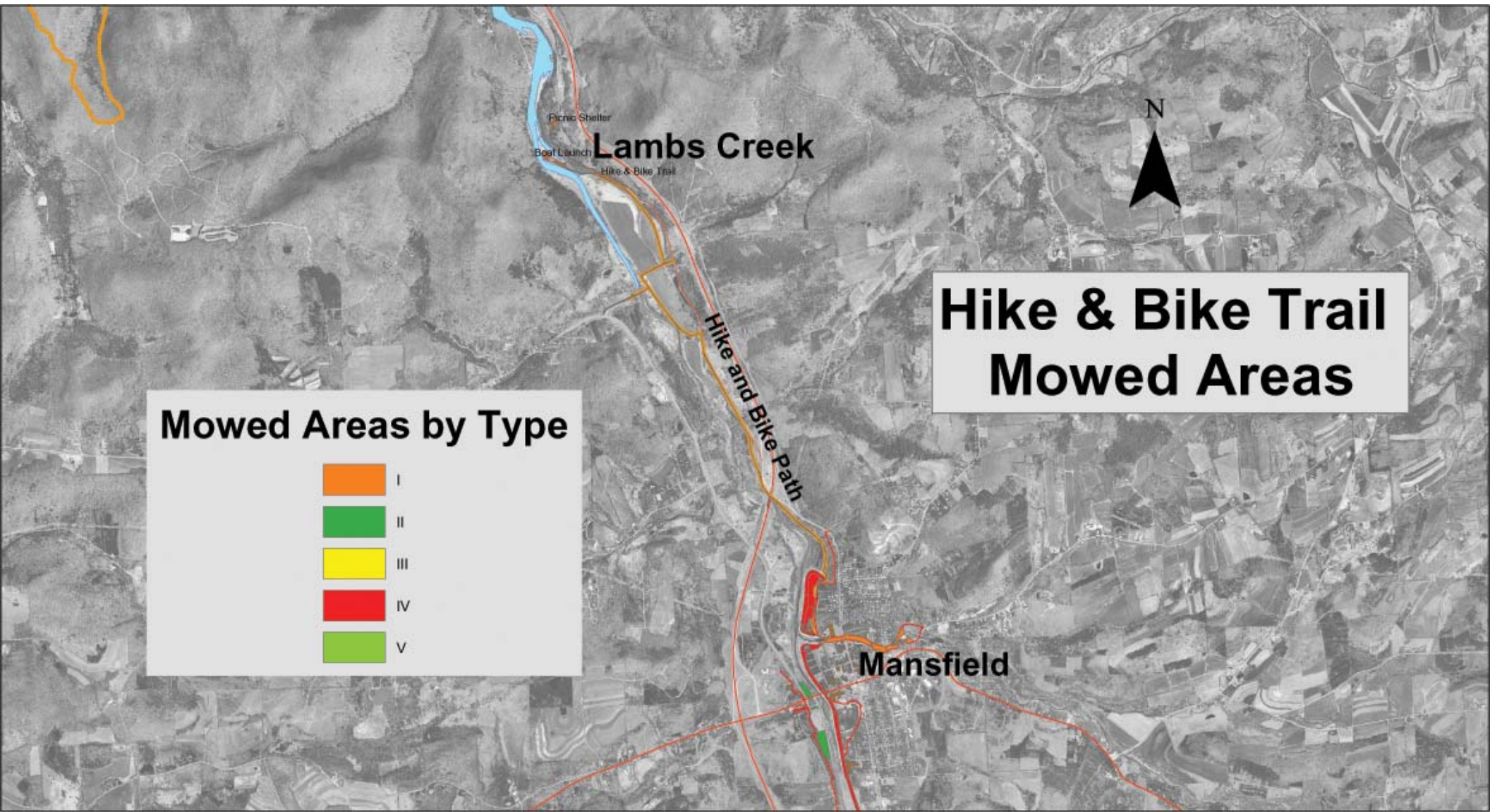
- I
- II
- III
- IV
- V

Hammond Lake

Tioga Lake










Picnic Shelter
Boat Launch
Lambs Creek
Hike & Bike Trail



Hike & Bike Trail Mowed Areas

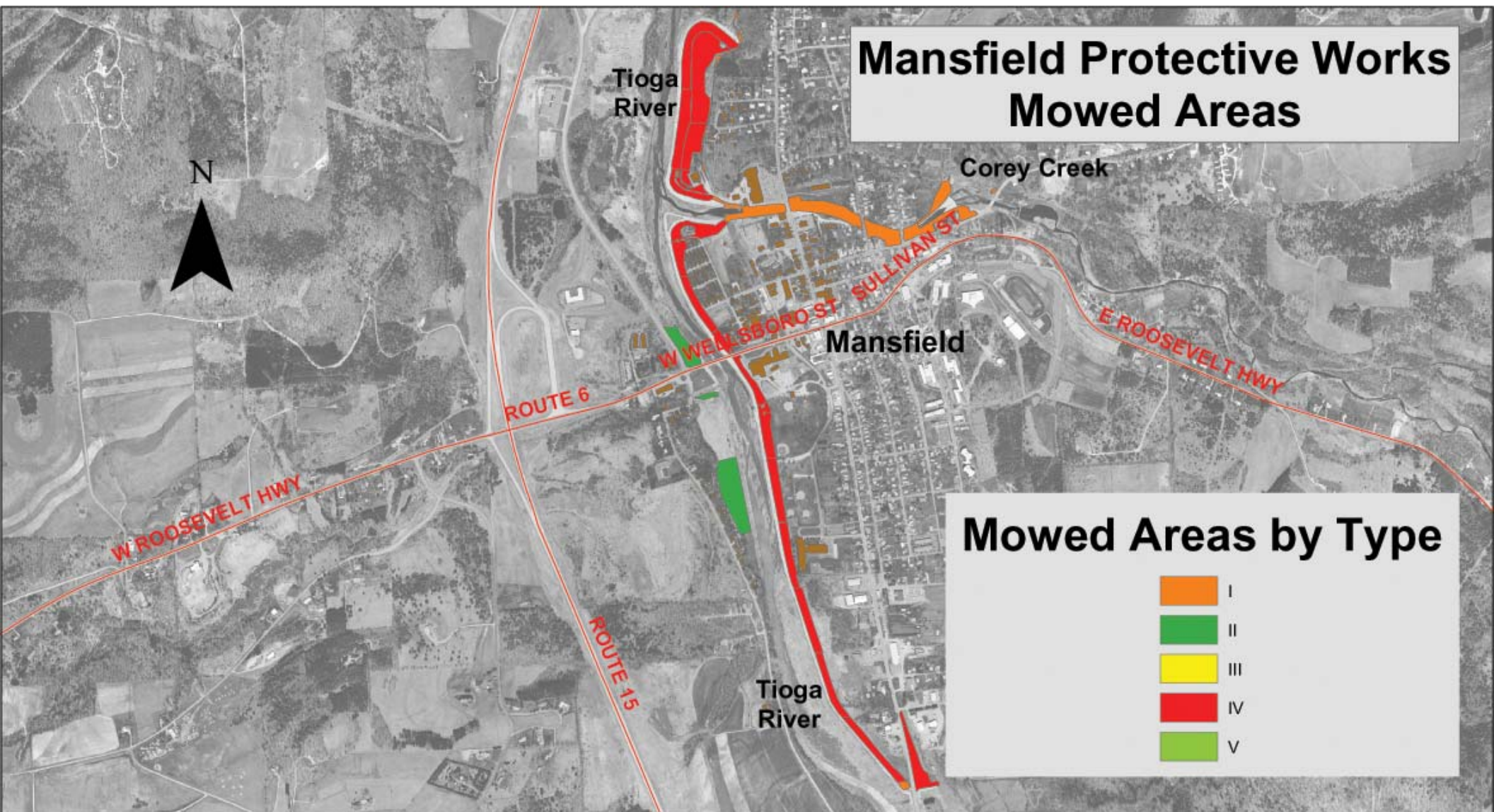
Mowed Areas by Type

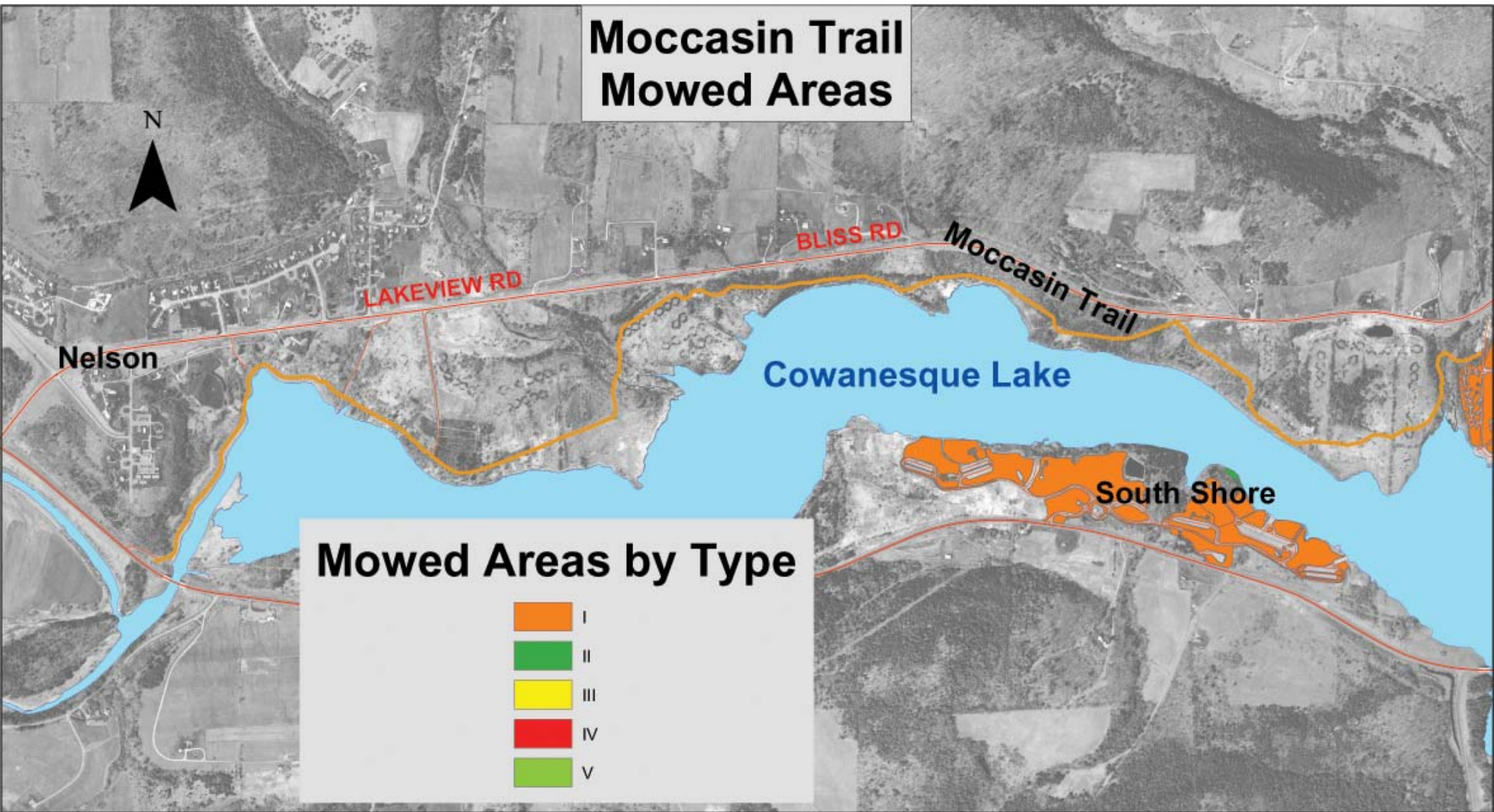
	I
	II
	III
	IV
	V

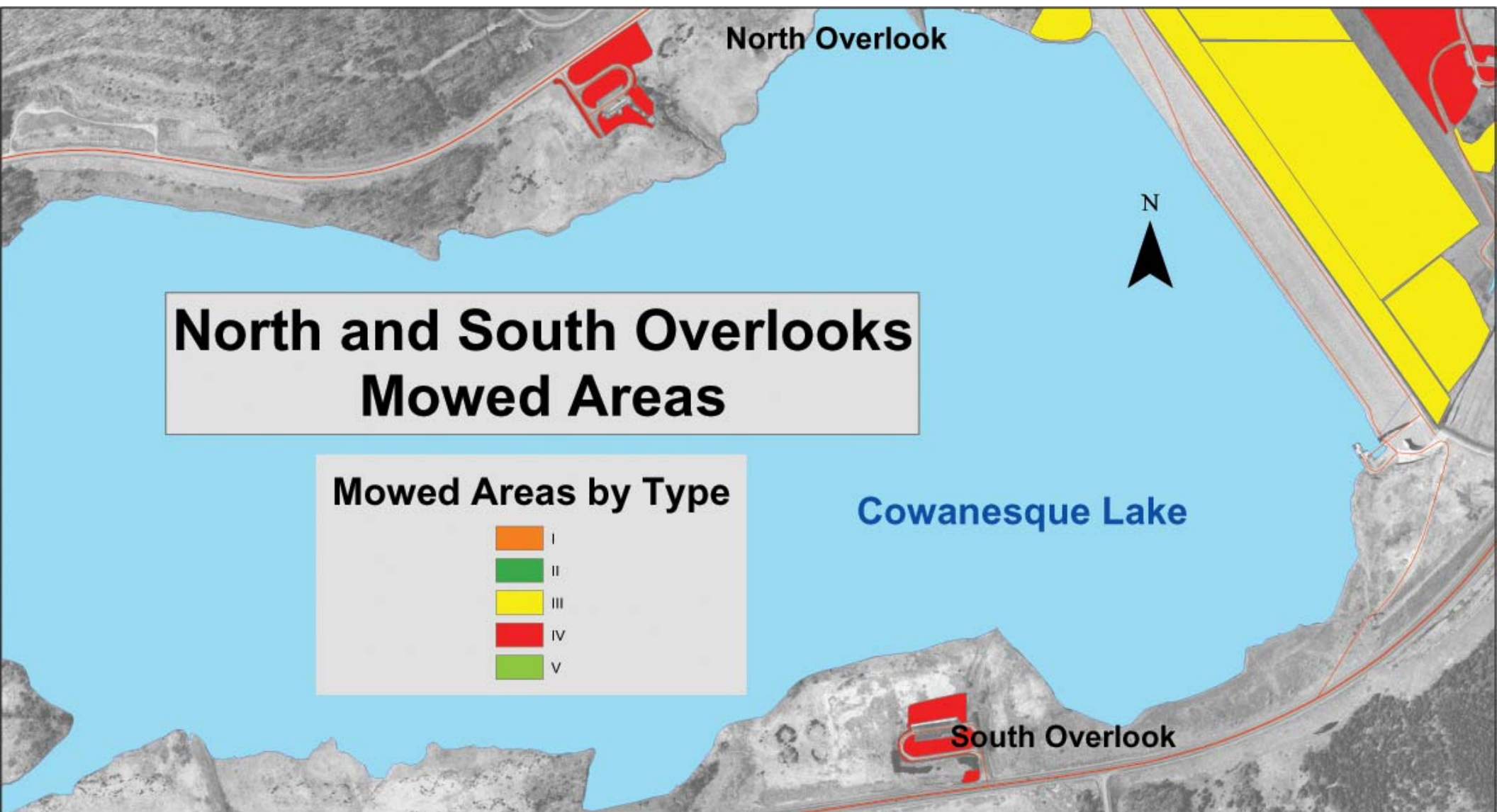
Hike and Bike Path

Mansfield

Mansfield Protective Works Mowed Areas









**US Army Corps
of Engineers**
Baltimore District

Tioga-Hammond & Cowanesque Lakes

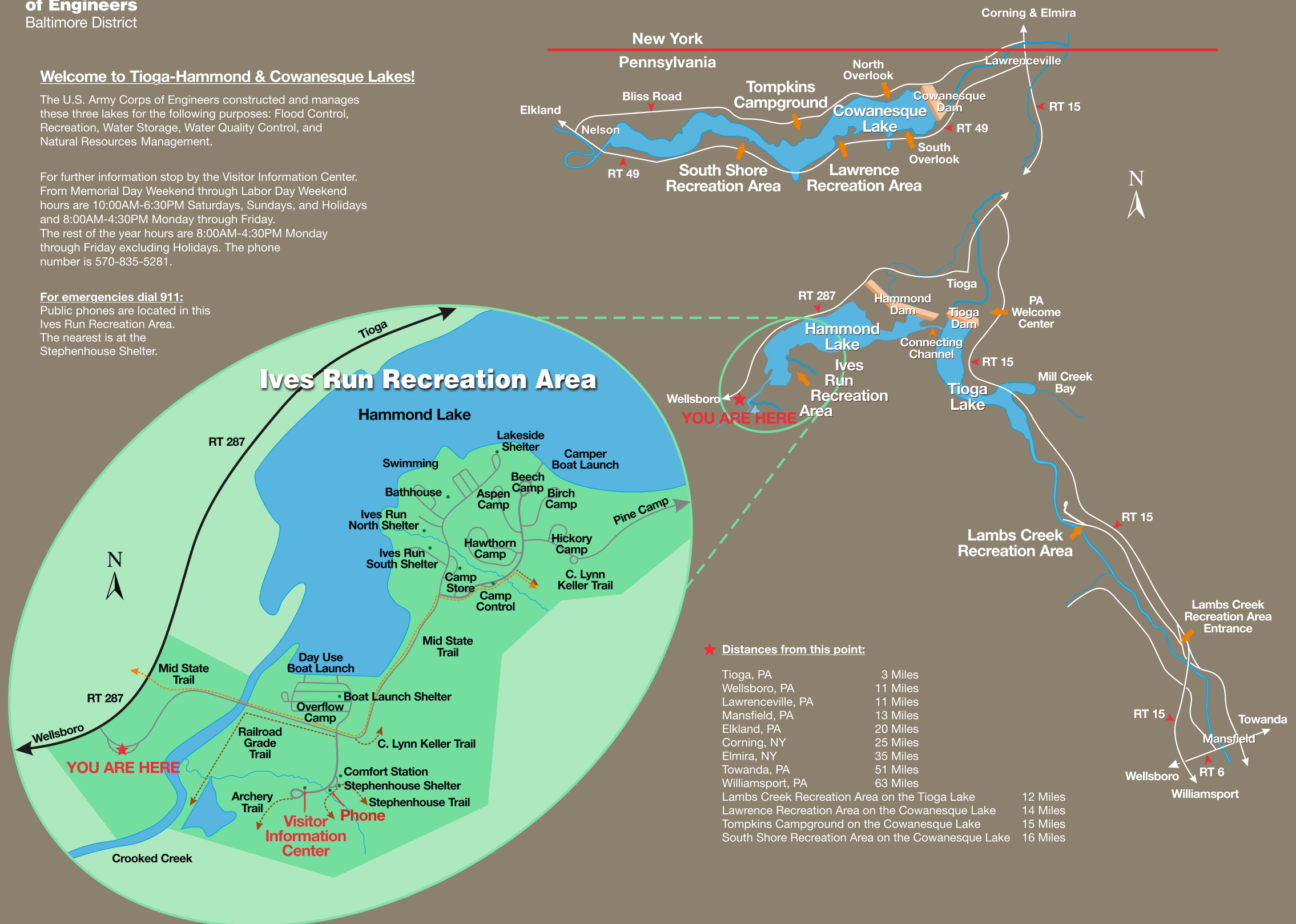
Welcome to Tioga-Hammond & Cowanesque Lakes!

The U.S. Army Corps of Engineers constructed and manages these three lakes for the following purposes: Flood Control, Recreation, Water Storage, Water Quality Control, and Natural Resources Management.

For further information stop by the Visitor Information Center. From Memorial Day Weekend through Labor Day Weekend hours are 10:00AM-6:30PM Saturdays, Sundays, and Holidays and 8:00AM-4:30PM Monday through Friday. The rest of the year hours are 8:00AM-4:30PM Monday through Friday excluding Holidays. The phone number is 570-835-5281.

For emergencies dial 911:

Public phones are located in this Ives Run Recreation Area. The nearest is at the Stephenhouse Shelter.



WAGE DETERMINATION DECISION
OF THE SECRETARY OF LABOR

The following wage determination will be used to conform with the requirements of the Service Contract Act of 1965 (29 CFR 4) of the General Provisions:

Decision No. 94-2453 (Rev. 19) dated 22 July 2004

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

WAGE DETERMINATION NO: 94-2453 REV (19) AREA: PA, SCRANTON

WAGE DETERMINATION NO: 94-2453 REV (19) AREA: PA, SCRANTON

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
| WASHINGTON D.C. 20210
|
|
|

William W. Gross Division of | Wage Determination No.: 1994-2453
Director Wage Determinations | Revision No.: 19
| Date Of Last Revision: 07/22/2004

State: Pennsylvania

Area: Pennsylvania Counties of Bradford, Carbon, Columbia, Lackawanna, Luzerne,
Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.46
01012 - Accounting Clerk II	11.77
01013 - Accounting Clerk III	13.52
01014 - Accounting Clerk IV	15.18
01030 - Court Reporter	12.36
01050 - Dispatcher, Motor Vehicle	11.02
01060 - Document Preparation Clerk	10.10
01070 - Messenger (Courier)	9.02
01090 - Duplicating Machine Operator	10.10
01110 - Film/Tape Librarian	9.87
01115 - General Clerk I	8.29
01116 - General Clerk II	10.66
01117 - General Clerk III	11.63
01118 - General Clerk IV	14.73
01120 - Housing Referral Assistant	13.71
01131 - Key Entry Operator I	9.62
01132 - Key Entry Operator II	11.30
01191 - Order Clerk I	11.64
01192 - Order Clerk II	14.89
01261 - Personnel Assistant (Employment) I	9.64
01262 - Personnel Assistant (Employment) II	12.21
01263 - Personnel Assistant (Employment) III	13.49
01264 - Personnel Assistant (Employment) IV	15.25
01270 - Production Control Clerk	15.46
01290 - Rental Clerk	9.64
01300 - Scheduler, Maintenance	9.99
01311 - Secretary I	9.99
01312 - Secretary II	11.38
01313 - Secretary III	13.71
01314 - Secretary IV	14.95
01315 - Secretary V	16.59
01320 - Service Order Dispatcher	11.01
01341 - Stenographer I	10.38
01342 - Stenographer II	12.11
01400 - Supply Technician	14.58
01420 - Survey Worker (Interviewer)	10.22
01460 - Switchboard Operator-Receptionist	9.43

01510 - Test Examiner	11.38
01520 - Test Proctor	11.38
01531 - Travel Clerk I	10.67
01532 - Travel Clerk II	11.19
01533 - Travel Clerk III	11.94
01611 - Word Processor I	9.51
01612 - Word Processor II	11.88
01613 - Word Processor III	13.29
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.81
03041 - Computer Operator I	11.25
03042 - Computer Operator II	12.65
03043 - Computer Operator III	15.27
03044 - Computer Operator IV	15.92
03045 - Computer Operator V	17.66
03071 - Computer Programmer I (1)	13.47
03072 - Computer Programmer II (1)	16.35
03073 - Computer Programmer III (1)	20.29
03074 - Computer Programmer IV (1)	24.30
03101 - Computer Systems Analyst I (1)	23.06
03102 - Computer Systems Analyst II (1)	26.98
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.43
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.23
05010 - Automotive Glass Installer	13.29
05040 - Automotive Worker	13.29
05070 - Electrician, Automotive	13.81
05100 - Mobile Equipment Servicer	12.41
05130 - Motor Equipment Metal Mechanic	14.23
05160 - Motor Equipment Metal Worker	13.29
05190 - Motor Vehicle Mechanic	14.23
05220 - Motor Vehicle Mechanic Helper	11.95
05250 - Motor Vehicle Upholstery Worker	12.85
05280 - Motor Vehicle Wrecker	13.29
05310 - Painter, Automotive	13.81
05340 - Radiator Repair Specialist	13.30
05370 - Tire Repairer	11.99
05400 - Transmission Repair Specialist	14.23
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.09
07010 - Baker	10.12
07041 - Cook I	9.47
07042 - Cook II	10.12
07070 - Dishwasher	8.09
07130 - Meat Cutter	10.75
07250 - Waiter/Waitress	8.41
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.81
09040 - Furniture Handler	12.58
09070 - Furniture Refinisher	15.19
09100 - Furniture Refinisher Helper	13.15
09110 - Furniture Repairer, Minor	14.09
09130 - Upholsterer	13.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.28
11060 - Elevator Operator	8.83
11090 - Gardener	10.50
11121 - House Keeping Aid I	7.94
11122 - House Keeping Aid II	9.02

11150 - Janitor	9.18
11210 - Laborer, Grounds Maintenance	9.51
11240 - Maid or Houseman	7.94
11270 - Pest Controller	11.31
11300 - Refuse Collector	10.21
11330 - Tractor Operator	10.25
11360 - Window Cleaner	10.02
12000 - Health Occupations	
12020 - Dental Assistant	11.48
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.48
12071 - Licensed Practical Nurse I	11.56
12072 - Licensed Practical Nurse II	12.98
12073 - Licensed Practical Nurse III	14.28
12100 - Medical Assistant	11.30
12130 - Medical Laboratory Technician	14.28
12160 - Medical Record Clerk	10.26
12190 - Medical Record Technician	14.22
12221 - Nursing Assistant I	8.12
12222 - Nursing Assistant II	9.13
12223 - Nursing Assistant III	9.96
12224 - Nursing Assistant IV	11.18
12250 - Pharmacy Technician	12.97
12280 - Phlebotomist	12.98
12311 - Registered Nurse I	15.98
12312 - Registered Nurse II	19.53
12313 - Registered Nurse II, Specialist	19.53
12314 - Registered Nurse III	23.63
12315 - Registered Nurse III, Anesthetist	23.63
12316 - Registered Nurse IV	28.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	14.76
13011 - Exhibits Specialist I	14.72
13012 - Exhibits Specialist II	19.15
13013 - Exhibits Specialist III	22.53
13041 - Illustrator I	13.38
13042 - Illustrator II	19.15
13043 - Illustrator III	22.53
13047 - Librarian	20.24
13050 - Library Technician	11.24
13071 - Photographer I	12.03
13072 - Photographer II	13.89
13073 - Photographer III	18.91
13074 - Photographer IV	23.39
13075 - Photographer V	28.31
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.87
15030 - Counter Attendant	7.87
15040 - Dry Cleaner	10.28
15070 - Finisher, Flatwork, Machine	7.87
15090 - Presser, Hand	7.87
15100 - Presser, Machine, Drycleaning	7.87
15130 - Presser, Machine, Shirts	7.87
15160 - Presser, Machine, Wearing Apparel, Laundry	7.87
15190 - Sewing Machine Operator	11.03
15220 - Tailor	11.71
15250 - Washer, Machine	8.59
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.57
19040 - Tool and Die Maker	16.38
21000 - Material Handling and Packing Occupations	

21010 - Fuel Distribution System Operator	14.00
21020 - Material Coordinator	16.23
21030 - Material Expediter	16.23
21040 - Material Handling Laborer	12.20
21050 - Order Filler	10.45
21071 - Forklift Operator	13.42
21080 - Production Line Worker (Food Processing)	13.08
21100 - Shipping/Receiving Clerk	11.51
21130 - Shipping Packer	11.54
21140 - Store Worker I	12.05
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.98
21210 - Tools and Parts Attendant	14.63
21400 - Warehouse Specialist	14.63
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.22
23040 - Aircraft Mechanic Helper	14.47
23050 - Aircraft Quality Control Inspector	17.74
23060 - Aircraft Servicer	15.50
23070 - Aircraft Worker	16.02
23100 - Appliance Mechanic	15.19
23120 - Bicycle Repairer	12.38
23125 - Cable Splicer	19.80
23130 - Carpenter, Maintenance	16.57
23140 - Carpet Layer	14.56
23160 - Electrician, Maintenance	20.51
23181 - Electronics Technician, Maintenance I	18.69
23182 - Electronics Technician, Maintenance II	19.67
23183 - Electronics Technician, Maintenance III	21.72
23260 - Fabric Worker	13.87
23290 - Fire Alarm System Mechanic	17.22
23310 - Fire Extinguisher Repairer	14.98
23340 - Fuel Distribution System Mechanic	17.22
23370 - General Maintenance Worker	14.50
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.17
23430 - Heavy Equipment Mechanic	16.47
23440 - Heavy Equipment Operator	16.70
23460 - Instrument Mechanic	18.02
23470 - Laborer	10.75
23500 - Locksmith	15.19
23530 - Machinery Maintenance Mechanic	16.89
23550 - Machinist, Maintenance	16.38
23580 - Maintenance Trades Helper	14.40
23640 - Millwright	19.28
23700 - Office Appliance Repairer	17.59
23740 - Painter, Aircraft	15.53
23760 - Painter, Maintenance	16.44
23790 - Pipefitter, Maintenance	18.35
23800 - Plumber, Maintenance	17.93
23820 - Pneudraulic Systems Mechanic	17.22
23850 - Rigger	17.22
23870 - Scale Mechanic	16.02
23890 - Sheet-Metal Worker, Maintenance	18.23
23910 - Small Engine Mechanic	15.23
23930 - Telecommunication Mechanic I	18.16
23931 - Telecommunication Mechanic II	18.69
23950 - Telephone Lineman	18.16
23960 - Welder, Combination, Maintenance	15.42
23965 - Well Driller	15.65
23970 - Woodcraft Worker	17.22
23980 - Woodworker	12.73

24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.22
24580 - Child Care Center Clerk	10.24
24600 - Chore Aid	8.22
24630 - Homemaker	12.03
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.09
25040 - Sewage Plant Operator	16.25
25070 - Stationary Engineer	18.09
25190 - Ventilation Equipment Tender	14.47
25210 - Water Treatment Plant Operator	15.38
27000 - Protective Service Occupations	
(not set) - Police Officer	20.49
27004 - Alarm Monitor	11.99
27006 - Corrections Officer	17.69
27010 - Court Security Officer	18.18
27040 - Detention Officer	17.69
27070 - Firefighter	17.50
27101 - Guard I	8.54
27102 - Guard II	13.39
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.97
28020 - Hatch Tender	15.97
28030 - Line Handler	15.97
28040 - Stevedore I	14.12
28050 - Stevedore II	15.18
29000 - Technical Occupations	
21150 - Graphic Artist	18.05
29010 - Air Traffic Control Specialist, Center (2)	32.80
29011 - Air Traffic Control Specialist, Station (2)	22.63
29012 - Air Traffic Control Specialist, Terminal (2)	24.92
29023 - Archeological Technician I	14.10
29024 - Archeological Technician II	15.87
29025 - Archeological Technician III	19.59
29030 - Cartographic Technician	19.69
29035 - Computer Based Training (CBT) Specialist/ Instructor	23.06
29040 - Civil Engineering Technician	17.81
29061 - Drafter I	10.23
29062 - Drafter II	11.64
29063 - Drafter III	15.93
29064 - Drafter IV	19.59
29081 - Engineering Technician I	11.77
29082 - Engineering Technician II	13.39
29083 - Engineering Technician III	18.06
29084 - Engineering Technician IV	22.37
29085 - Engineering Technician V	26.44
29086 - Engineering Technician VI	33.34
29090 - Environmental Technician	18.61
29100 - Flight Simulator/Instructor (Pilot)	26.98
29160 - Instructor	20.85
29210 - Laboratory Technician	15.09
29240 - Mathematical Technician	19.46
29361 - Paralegal/Legal Assistant I	14.45
29362 - Paralegal/Legal Assistant II	17.00
29363 - Paralegal/Legal Assistant III	20.73
29364 - Paralegal/Legal Assistant IV	25.16
29390 - Photooptics Technician	20.21
29480 - Technical Writer	21.49
29491 - Unexploded Ordnance (UXO) Technician I	20.85
29492 - Unexploded Ordnance (UXO) Technician II	25.23

29493 - Unexploded Ordnance (UXO) Technician III	30.24
29494 - Unexploded (UXO) Safety Escort	20.85
29495 - Unexploded (UXO) Sweep Personnel	20.85
29620 - Weather Observer, Senior (3)	16.69
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.92
29622 - Weather Observer, Upper Air (3)	14.92
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.38
31260 - Parking and Lot Attendant	9.59
31290 - Shuttle Bus Driver	12.28
31300 - Taxi Driver	9.59
31361 - Truckdriver, Light Truck	12.03
31362 - Truckdriver, Medium Truck	12.96
31363 - Truckdriver, Heavy Truck	17.97
31364 - Truckdriver, Tractor-Trailer	17.97
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.75
99030 - Cashier	7.10
99041 - Carnival Equipment Operator	9.07
99042 - Carnival Equipment Repairer	9.47
99043 - Carnival Worker	8.09
99050 - Desk Clerk	8.59
99095 - Embalmer	20.85
99300 - Lifeguard	10.19
99310 - Mortician	18.25
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.67
99500 - Recreation Specialist	11.36
99510 - Recycling Worker	12.62
99610 - Sales Clerk	9.15
99620 - School Crossing Guard (Crosswalk Attendant)	8.09
99630 - Sport Official	8.86
99658 - Survey Party Chief (Chief of Party)	13.96
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.69
99660 - Surveying Aide	9.33
99690 - Swimming Pool Operator	12.24
99720 - Vending Machine Attendant	10.98
99730 - Vending Machine Repairer	12.24
99740 - Vending Machine Repairer Helper	10.98

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of

the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

All terms and conditions of this Collective Bargaining Agreement apply EXCLUDING Section 41.02 of this agreement.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Performance Assessment Report

☐ Interim ☐ Final ☐ Addendum Period Report: From: To:

SECTION I

1a. Contractor	2a. Contract Number:
Division:	2b. Modification Number
Street 1:	2c. Del/Task Order No:
Street 2:	2d. Initial Value: \$
Street 3:	(Base + Options)
City:	2e. Current Value: \$
State:	3a. Award Date
Zip:	3b. Completion Date:
Country:	
Place of Performance	
1b. CAGE:	
1c. DUNS:	

SECTION II

4a. Contractor POC			4b. Gov't Contract Specialist/Administrator			
	Last	First	MI	Last	First	MI
Name:						
Position/Title:						
MACOM:						
Street 1:						
Street 2:						
Street 3:						
City:						
State:						
Zip:						
Country:						
Comm:						
DSN:						
Fax Comm:						
Fax DSN:						
Intl. :						
Intl Fax:						
Email:						

Section III

5. Method of Contract:
☐ Sealed Bid ☐ Negotiated
6. Type of Contract:

<input type="checkbox"/> FFP	<input type="checkbox"/> FPR	<input type="checkbox"/> CC	<input type="checkbox"/> CPFF	<input type="checkbox"/> Rqmts
<input type="checkbox"/> FP-EPA	<input type="checkbox"/> T&M	<input type="checkbox"/> CPIF	<input type="checkbox"/> Labor Hour	<input type="checkbox"/> Agreement
<input type="checkbox"/> FPI	<input type="checkbox"/> CS	<input type="checkbox"/> CPAF	<input type="checkbox"/> ID/IQ	<input type="checkbox"/> Letter
7. Socio-economic Program:
☐ SBSA ☐ W/O ☐ Hub Zone ☐ None
☐ HBCU/MI ☐ SBIR ☐ SDBSA
8. Competition:
☐ Competed Action ☐ Follow on to Completed Action
☐ Not Available for Competition ☐ Not Competed
9. Type of Supply/Service:
☐ Commercial ☐ Non-Developmental Item ☐ Non-Commercial

SECTION IV

10. Business Sector:

<input type="radio"/> Space	<input type="radio"/> Ground Vehicles	<input type="radio"/> Information Technology
<input type="radio"/> Ordnance	<input type="radio"/> Shipbuilding	<input type="radio"/> Science & Technology
<input type="radio"/> Aircraft	<input type="radio"/> Other Systems	<input type="radio"/> Services
<input type="radio"/> Training Systems	<input type="radio"/> Operations Support	

11.a FSCs:

11.b SICs:

12. Description of Requirement:

13. Sub-Contractors:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Name:
Street1:
Street2:
Street3:
City:
State: Zip:
Country:
Description:

Ratings:

The following rating standards were used to evaluate the contractor's performance. The following ratings apply to all items in Section V.

Ratings

Exceptional (Dark Blue)
Very Good (Purple)
Satisfactory (Green)
Marginal (Yellow)
Unsatisfactory (Red)

SECTION V (All Business Sectors other than Systems)

14.
a. Quality of Product/Service

-
-
- b. Schedule

-
-
- c. Cost Control

-
-
- d. Business Relations

-
-
- e. Management of Key Personnel

f. Other (Optional)

SECTION VI

15. Evaluator(s):

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

	Last	First	MI	
Name:				Date Approved by Evaluator:
Element:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

16. Contracting Officer/Program Manager:

	Last	First	MI	Date Approved by KO/PM:
Name:				
Commercial:				DSN:
FAX Comm:				FAX DSN:
International:				Int FAX Comm:
E-Mail Address:				

17. Contractor Review:

 Last First MI Position/Title
Name:
 Date PAR Sent To Contractor:
 Date Contractor Received PAR: Date of Receipt of Contractor Response:

 Commercial: DSN:
 FAX Comm: FAX DSN:
 International: Int FAX Comm:
 E-Mail Address:
Comments provided? Yes No If YES, Indicate Number of Pages Attached ()

18. Reviewing Official:

 Last First MI Date Referred:
Name:

 Commercial: DSN:
 FAX Comm: FAX DSN:
 International: Int FAX Comm:
 E-Mail Address:
Reviewing Official Comments, if applicable: () Number of pages Date of Resolution:

19. Source Selection Availability.

 Date of Final Review: Date PAR entered into PPIMS:

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payments.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for the collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____